

BID FORM**MISSOURI DEPARTMENT OF TRANSPORTATION****GENERAL SERVICES**

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	5-101129FR
DATE	November 8, 2010
PAGE NO.	1
NO. OF PAGES	16

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL**2:00 PM, CST, NOVEMBER 29, 2010**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.**QUOTATIONS TO BE BASED F.O.B. MISSOURI
DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Jefferson City, MO 65109

ALL BIDS SHOULD BE EXTENDED AND TOTALED.**BUYER: FRANKIE J. RYAN****BUYER TELEPHONE: 573-522-9481****SUPPLIES OR SERVICES**

Contract for furnishing “**EXTRUDED
ALUMINUM PANELS**” for a contract
period beginning January 1, 2011 through
December 31, 2011.

PLEASE SEE ATTACHED PRICING PAGE

Note to Respondent: A vendor must be in compliance with the laws
regarding conducting business in the State of Missouri. The
compliance to conduct business in the state shall include but may not
be limited to: Registration of business name, vendors **MUST** submit
a bid/proposal that correctly and accurately identifies the company
name that is registered to do business in the State of Missouri. All
vendors who are required to execute a contractual agreement **MUST**
submit a copy of their certificate with the signed copy of the contract
agreement before the purchasing department can proceed with
MoDOT legal contract approval.

**VENDOR MUST SIGN AND SUBMIT
THIS FORM WITH THE PRICING PAGES****(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

*In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver
any or all the items on which prices were quoted within time specified on attached pricing page from the date of receipt of the order.*

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE
certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

List all agencies your firm is currently certified with. _____

Form E-103 (Rev. 11-04)

BID SUBMITTAL:

Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65102

All documents must be sealed and the outermost wrapping should be clearly marked **"Bid for Extruded Aluminum Panels"**.

ADDITIONAL DOCUMENTS TO SIGN AND SUBMIT:

The Bidder will be required to complete, sign, and submit the following documentation, in addition to the signed bid page:

- Pricing Page (to be signed and submitted with bid)
- Preference In Purchasing Products (to be signed and submitted with bid)
- Missouri Domestic Products Procurement Act (to be signed and submitted with bid)
- Missouri Service-Disabled Veteran Business Preference (sign and submit as appropriate)

DELIVERY OF ORIGINAL ORDERS:

Bids shall be quoted with delivery F.O.B Missouri Department of Transportation at Jefferson City, MO 65109. Bidder agrees to furnish and deliver any or all the items on which prices were quoted within FORTY FIVE (45) days after receipt of formal purchase order.

Each delivery shall be made with open flat bed vehicles. The panel packages shall be properly stacked on 4" x 4" wooden cribbing so that the sum of the weight of packages on any one pallet does not exceed the weight limitation for a single package as specified herein before and shall be arranged to permit safe unloading with mechanical fork-lift equipment.

The panel packages shall be fully covered and protected with a waterproof covering to insure the packages will remain dry in transit. Upon delivery, the panels should be suitable to be sheeted without additional cleaning and preparation work. See **Attachment A "Specification for Hydro-Stripped Guide Sign Extrusions"** for additional information on the required level of cleanliness required for delivered product.

DELIVERY FOR REPLACEMENTS OF REJECTED PANELS:

Bidder agrees that replacements for panel material deliveries that have been rejected by MoDOT as not meeting the requirements of the bid and subsequent agreement, are to be replaced by the Contractor. Delivery of such replacements to MoDOT must be within twenty one (21) calendar days from the date of MoDOT's notification to the Contractor that the materials have been rejected. These deliveries must follow the same requirements as the "Delivery of Original Orders" and "Packaging" as noted herein.

Bidder further agrees that MoDOT will not be responsible for payment of any additional costs for the delivery of such replacement of rejected panels.

ORDER INFORMATION:

The contractor will be required to complete and ship all orders having a total minimum weight of not less than 5,000 pounds of panels at the delivery location specified herein before. Total minimum weight requirement pertains to the entire order and not to any specified panel size.

Example of the proposed method of ordering is as follows: MoDOT will contact the contractor to place an order for a quantity of panels. MoDOT will issue "cut-list" orders with the contractor in minimum defined quantity of 5,000 pounds of panels. The contractor will pre-cut the panels based on MoDOT's requested "cut-list". The contractor will deliver cut lengths as outlined in the Delivery and Packaging sections.

PACKAGING:

The aluminum panels shall be properly packaged so that the total weight of any one package shall not exceed 3,000 pounds. Each package shall have a minimum of one (1) metal band per 12 feet of length, tautly drawn around the package, with a total minimum of two (2) bands per package. MoDOT will order either complete loads of 36' panels or cut lists will be provided. Cut lists will be assigned job numbers and panels within these job numbers shall be delivered in bundled packages of same cut sizes and quantities labeled with the job number. Panels from different job numbers **shall not** be bundled together.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

VARIATION FROM SPECIFICATIONS:

Any variation from the standard specifications published as part of this bid must be approved by the Missouri Highway and Transportation Commission, or its designee, prior to the issuance of any contract or purchase order by MoDOT. The bidder will need to include all information on the variance(s) proposed with his/her bid.

LIQUIDATED DAMAGES

In the event the successful Contractor fails to deliver the material within the time specified, for either original material deliveries or replacement of rejected materials deliveries, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

CONTRACT TERM AND EXTENSION OPTION:

The term of the contract shall be for a period beginning January 1, 2011 through December 31, 2011. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract, if requested by MoDOT. The contract may be extended for all or part of three (3) twelve-month periods, by the mutual written consent of the contractor and MoDOT.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

CONTRACT AGREEMENT:

The Agreement between The Missouri Highway and Transportation Commission (MHTC) and the successful Bidder shall consist of: the RFB and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to and made part of this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties.

INSURANCE REQUIREMENTS

Cargo Insurance: The Contractor shall provide a certificate of insurance for Cargo Insurance in the minimum value of \$250,000.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

CONTRACT PRICE ESCALATION:

In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

OPEN COMPETITION / REQUEST FOR BID DOCUMENT:

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

NOTE ON SAMPLES:

MoDOT reserves the right to request a sample of the product from the bidders if deemed necessary before award of bid. Bidder will have five (5) working days, from date of request, to provide sample, or document the reasons for an extension of this time. Samples shall be furnished to MoDOT at no charge, will not be returned, and will become the property of MoDOT. **DO NOT SUBMIT SAMPLES WITH YOUR BID.**

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

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PRICING PAGE

(1 page with 1 item: AWARD IS ALL OR NONE)

Contract for furnishing "Extruded Aluminum Panels" for a **contract period beginning January 1, 2011 through December 31, 2011**. COMPLETE, SIGN BELOW, AND SUBMIT WITH YOUR SIGNED BID FORM AND OTHER REQUIRED DOCUMENTATION. (Lead Time – 45 days ARO)

NOTE ON QUANTITIES: The quantities shown are estimated for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed.

Item #	Description:	Est. Qty:	Unit of Issue:	Firm Fixed Price Per Sq. Ft.
#1	<p>8010195634</p> <p>Panels will be cut to specific lengths in 1' increments from 12"x3' through 12"x36'</p> <p>All panels shall have chromate conversions as per ASTM B 449 Class 2 specifications (<u>see Exhibit I</u>), panels shall meet ASTM specifications B 221 6063-T6 for aluminum extruded panels. All panels shall meet design specifications as per extruded aluminum panel detail 903.03 BA sheet 6/12 – <u>see attached</u>. Bolt holes in extruded panels shall be in accordance with Missouri's Standard Plans for Highway Construction 903.03 BA sheet 6/12, attached. The holes shall be punched on 12" centers with the first hole being 6" on center from the cut edge of the panel, + or – 7/16". This is to assure that bolt holes align from one panel to the next when a sign is assembled at installation. This applies to both 36' and all precut panels.</p>	30,000	Sq. Ft.	\$ _____
EXTENDED TOTAL \$ _____				

ACCELERATED LEAD TIME COST: The bidder shall provide firm, fixed percentages below for the original contract period and renewal period for providing the deliverables at an accelerated lead time After Receipt of Order (ARO). The percentages shall be computed against the **CURRENT CONTRACT PRICE** during the original contract period and renewal period. All costs associated with providing the required deliverables/services at an accelerated lead time shall be included in the following percentages. **If the percentages are left blank, MoDOT will consider this to be a 0% cost differential for providing the below listed, accelerated lead times**

30 days Lead Time - _____ % above prices stated above and renewal prices

RENEWAL PERIOD: The bidder shall provide below the maximum percentage of increase for the renewal period. The percentage shall be computed against the current contract price during the renewal period. Furthermore, the bidder is advised that MoDOT does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal. *If renewal prices are not provided, the prices during renewal periods shall be the same as during the current contract period.*

1st 12-month Renewal Period _____ % of maximum increase _____ % of maximum decrease

2nd 12-month Renewal Period _____ % of maximum increase _____ % of maximum decrease

3rd 12-month Renewal Period _____ % of maximum increase _____ % of maximum decrease

SAMPLES: MoDOT reserves the right to request a sample of the product from the bidders if deemed necessary before award of bid. **DO NOT** SUBMIT SAMPLES WITH YOUR BID.

Name of the Bidders Firm

Signature of Authorized Representative

Date Signed

EXHIBIT I

CHROMATE CONVERSION TREATMENT

All aluminum panels shall be given a chromate conversion treatment conforming to the requirements of ASTM B 449. All surfaces of aluminum panels shall be prepared by a process which included, as a minimum, the following steps:

- (a) Preclean. Where foreign matter such as oils and greases are particularly heavy, solvent vapor degreasing, solvent washing, or solvent emulsion cleaning shall be used prior to alkaline cleaning.
- (b) Predip. Heat-treatable alloys to be cleaned by alkaline etching shall be predipped in an acid deoxidizer for 15 seconds to 2 minutes. The panels shall be sprayed or immersed in clean overflowing water until the surface is free of water breaks.
- (c) Alkaline Type Cleaner (Immersion or Spraying). The temperature of the cleaner and transfer time between the cleaner and rinse shall be such as to avoid drying of cleaner on the aluminum surface. The panels shall be sprayed or immersed in clean overflowing water until the surface is free of water breaks.
- (d) Deoxidize. Acid deoxidizer treatment by immersion or spraying. The panels shall be sprayed or immersed in overflowing water until thoroughly clean. The surface shall be free of water breaks.
- (e) Chromate Treatment. The panels shall be given a chromate conversion coating which, after rinsing and drying, shall produce a uniform, tight, power free coating meeting the requirements of Class 2 Coatings, ASTM B 449. The coating weight shall be 10 to 35 milligrams per square foot. The panel shall be sprayed or immersed in clean overflowing water. The panel shall be air dried or oven dried. The temperature of the metal shall not exceed 160 F.

The chemicals and solvents shall be applied in strict accordance with the directions of the manufacturer. Sufficient laboratory facilities to test and control the concentration of the solutions used shall be maintained at the treating plant. A log of the concentration of treating solutions shall be maintained. Treated panels shall be handled with clean mechanical devices or workmen with clean gloves. Panels shall be stored in a dry, clean area free from dust, acid fumes, or vapors. Where aluminum is shipped to a secondary location for reflectorizing, adequate precautions shall be taken to insure that the material arrives at destination uncontaminated.

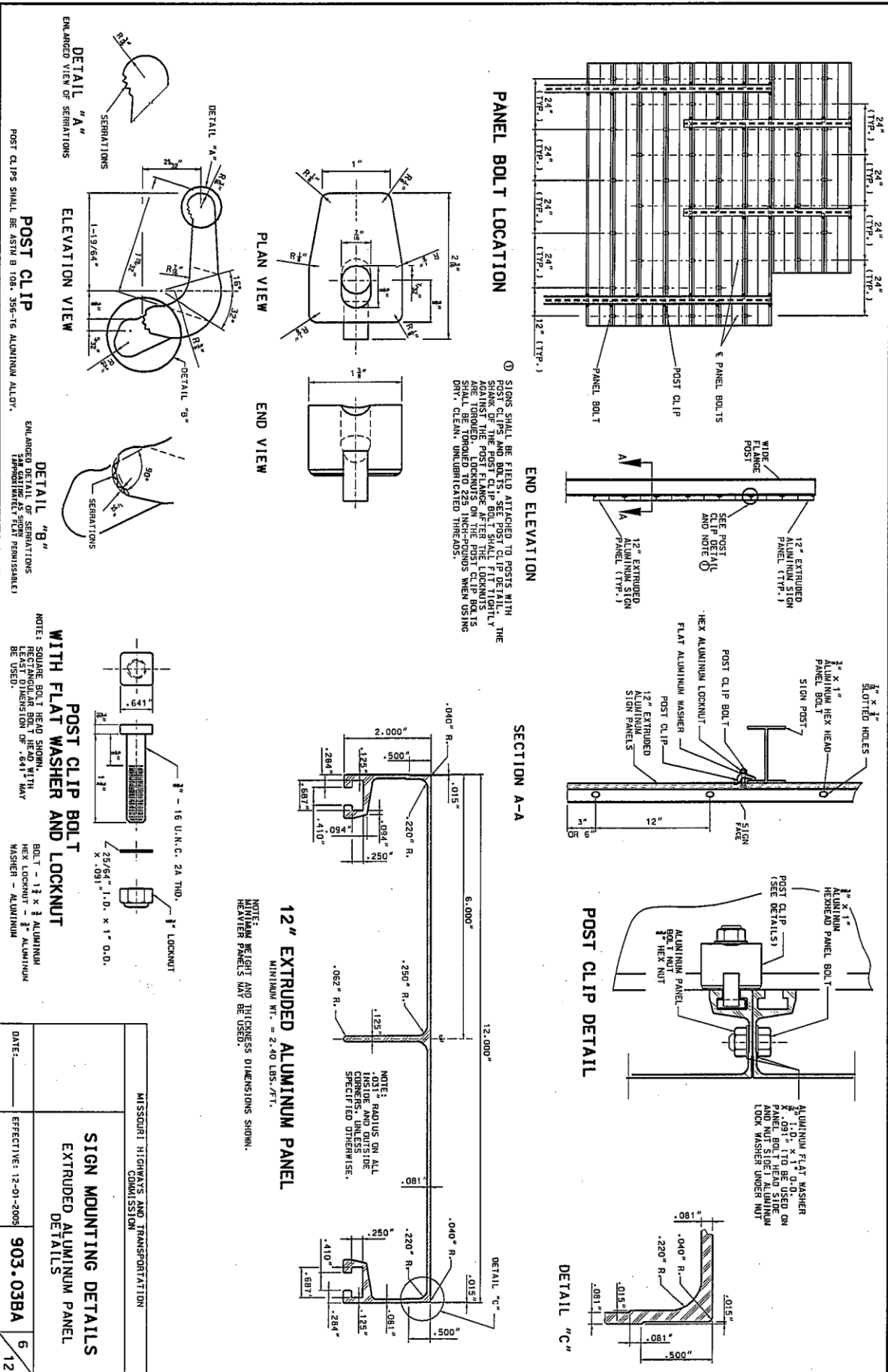
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ATTACHMENT A

Specification for Hydro-Stripped Guide Sign Extrusions

- All reclaimed extruded panels must be free from residual contamination left over from the hydro stripping operation.
- All reclaimed extruded panels must be transported in a manner that protects from environmental contamination for example, road grime, salt spray, acid rain, dust and other such contaminants from transportation.
- All panels will be inspected upon receipt. Any panels that have residual or environmental contamination and that are deemed unusable will be returned at vendor's expense.
- Sign failure (sheeting to substrate adhesion failure) due to contamination of extruded panels is not covered by sheeting manufacturer's warranty.

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PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME:

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required):

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

VENDOR BUSINESS NAME: _____

VENDOR SIGNATURE: _____

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

A preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

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c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) If attached, the document entitled "PREFERENCE IN PURCHASING PRODUCTS" should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.

c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

- 1) If attached, the document entitled "MISSOURI SERVICE-DISABLED VETERAN PREFERENCE" should be completed and returned with the solicitation documents.

d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance or of payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

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determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Failure to Execute Contract

- a. Failure to execute the contract within 15 calendar days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dropped off in the absence of the department's materials checker.
- b. No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the engineer, or other designee as assigned by the Missouri Department of Transportation.
- c. The following days shall be construed as official holidays under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in Sections 304.180 and 304.190 RSMo are understood and will be abided by. The Department will not accept loads, which exceed legal weights.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.